A Consulting and Cooperation Agreement

General

Elsmed Healthcare Solutions Ltd. and **Hyperion Ltd.** (Hereinafter "The Parties") consider establishing wide cooperation and consulting relationships between the two companies in order to promote and develop **Elsmed Healthcare Solutions Ltd.** (hereinafter "**Elsmed**") businesses. As a first step towards this mutually agreed objective the two Parties agreed upon the following

Content of Cooperation

Elsmed is interested, as a part of its business development plans, to participate in the design, equipment procurement, staff training and operation of the hospital project **Heydar Aliyev National Health Center** (hereinafter "the Project") in **Baku, Azerbaijan.**

Hyperion Ltd. Will consult **Elsmed** on this project and the two Parties will cooperate as needed and in good faith in order to achieve the above mentioned results.

This agreement is limited to this Project. Any further project in the future, namely, other than **Heydar Aliyev National Health Center** will be agreed and signed separately.

Terms of the Agreement

The term of this agreement is for three years (3 yrs) or the date of actual full activation of the Project -whatever comes later.

This agreement may be terminated at any time by either Party with three months advance written notice to the other Party. In case of an early termination all rights for any fees or compensation earned according to the Agreement by the date of actual termination will remain in force and will be dealt with accordingly by the Parties in the period following the termination.

Compensation

In case of a success, namely if **Elsmed** or a Company under its control, or the control of its Principals will win a contract to all or part of the Project and/or its operation, the Parties agreed on the following:

Hyperion Ltd. will have the right for and **Elsmed Healthcare Solutions Ltd.** will transfer to **Hyperion Ltd.** the Success Fee of seven and half percent (7.5%) of any amount/compensation actually received from this contract to **Elsmed**'s bank account /ownership.

If beyond design, construction, training, and/or equipment procurement, an Operating Contract or PPP Contract will also be won by **Elsmed** in regard to the Project of **Heydar Aliyev National Health Center,** then **Hyperion Ltd.** will have the right and **Elsmed** will transfer to Hyperion Ltd. ten percent (10%) of any payment or compensation which **Elsmed** actually received from this contract to **Elsmed**'s bank account/ownership.

Expenses

All expenses will be carried by each Party independently.

Non conflict, Non exclusive

Hyperion Ltd. and **Elsmed Healthcare Solutions Ltd.** will make sure that other activities taken by the respective Parties and their Principals will not create conflict of interest regarding its commitments to the other Party, as reflected in this agreement. This Agreement does not provide exclusivity on/by either side.

Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the **State of Israel.**

Signed on Wednesday, July 31, 2013

on behalf of **Elsmed Ltd**.	on behalf of **Hyperion Ltd.**
Ronen Bechor	**Ehud Barak**